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Attorneys for SSP Capital Partners, LLC
By: Richard C. Yeskoo

07 CV 3878
JUDGE BUCHWALD

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK

-----X
SSP CAPITAL PARTNERS, LLC,

Plaintiff,

No.

— against —

MANDALA, LLC, HAROUST, LLC, HAMILTON
GRANGE, LLC, ARABARA, LLC and 316
SECOND AVENUE, LLC,

Defendants.
-----X

MAY 17 2007

Plaintiff SSP Capital Partners, LLC ("SSP"), by its undersigned attorneys,
complains against defendants as follows:

1. Plaintiff SSP is a Maryland limited liability company with its principal place of business in Maryland. All of the members of SSP are residents of Maryland. SSP engages in the business of, among other things, real estate lending.

2. Defendant Mandala, LLC is a New York limited liability company with its principal place of business in New York. Upon information and belief, all of Mandala, LLC's members reside in New York.

3. Defendant Haroust, LLC is a New York limited liability company with its principal place of business in New York. Upon information and belief, all of Haroust, LLC's members reside in New York.

4. Defendant Hamilton Grange, LLC is a New York limited liability company with its principal place of business in New York. Upon information and belief, all of Hamilton Grange, LLC's members reside in New York.

5. Defendant Arabara, LLC is a New York limited liability company with its principal place of business in New York. Upon information and belief, all of Arabia, LLC's members reside in New York.

6. Defendant 316 Second Avenue, LLC is a New York limited liability company with its principal place of business in New York. Upon information and belief, all of 316 Second Avenue, LLC's members reside in New York.

7. This Court has jurisdiction over this matter under 28 USC § 1332 (a)(2) in that the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs, and is between a citizens of different States.

8. Venue is appropriate in this district pursuant to 28 USC § 1391(a) in that defendants reside in this district and in that a substantial part of the events or omissions giving rise to the specific claim set forth in this complaint occurred in this district.

9. In or about February 22, 2007 SSP and all defendants (together "Borrowers") entered into a secured loan commitment whereby SSP agreed to lend to Borrowers \$2,200,000 in exchange for a loan origination fee of \$132,000 and interest at the greater of 14% per annum or 5 ¾% over Prime Rate and other consideration. In addition, Borrower agreed to pay "all costs to Lender associated with this transaction".

10. Plaintiff complied with all conditions precedent of the loan commitment and was ready, willing and able to close such loan.

11. Defendants breached such loan agreement and refused to close the transaction.

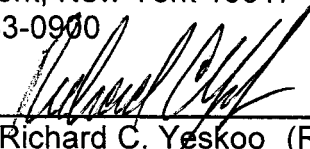
12. As a result of defendants' breach of the agreement, plaintiff has been damaged by not less than \$200,000.

WHEREFORE, plaintiff SSP Capital Partners, LLC demands judgment against defendants Mandala, LLC, Haroust, LLC, Hamilton Grange, LLC, Arabara, LLC and 316 Second Avenue, LLC, for not less than \$200,000, costs and such other and further relief as the Court deems just.

Dated: New York, New York
May 11, 2007

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By:


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